

ORDINANCE RECORD**VILLAGE OF NEWBURGH HEIGHTS, OHIO****ORDINANCE NO. 2023-02****INTRODUCED BY:** Mayor Traore

AN ORDINANCE AUTHORIZING AND RATIFYING THE MAYOR OR HER DESIGNEE TO ENTER INTO A LEASE AGREEMENT WITH OHIO BUSINESS MACHINES, LLC FOR THE LEASE OF A COPIER AND RELATED OFFICE EQUIPMENT AND TO ENTER INTO A LEASE ADDENDUM WITH LEAF CAPITAL FUNDING, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the Village's current lease agreement for a copier and related office machinery and services has expired;

WHEREAS, the Village wishes to continue to lease its office equipment from Ohio Business Machines, LLC and its leasing company LEAF Capital Funding, LLC, and wishes to upgrade its equipment to provide for color copying and ID/insurance card reading capability;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEWBURGH HEIGHTS, CUYAHOGA COUNTY, OHIO, that:

Section 1. The Village Council hereby authorizes the Mayor to enter into a contract with Ohio Business Machines, LLC and related addendum with LEAF Capital Funding, LLC for the lease of office equipment, on the terms and at the rate set forth in the contracts attached hereto as Exhibit A, which may be amended as necessary subject to the approval of the Village Solicitor, which contract is incorporated herein by reference as if fully rewritten.

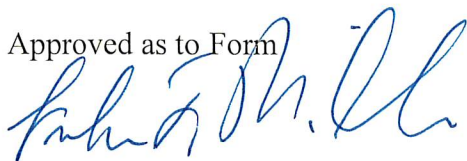
Section 2. Council hereby authorizes and ratifies the Mayor or his designee to take any and all steps necessary to consummate the transactions contemplated in this ordinance, including the execution of any documents necessary to close these transactions, and further authorizes and ratifies the Mayor or his designee to negotiate any revisions to the contract that are not material in nature and/or that improve the rental rate to the Village's benefit, subject to the approval of the Village Solicitor.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal action occurred in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village and its residents, the emergency being the need to avoid being without the use of a copier due to the expiration of the current lease agreement, as well as the need to ratify the contracts entered into during December of 2022. Therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by the Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: JANUARY 17, 2023

Approved as to Form



Solicitor



Gigi Traore, Mayor

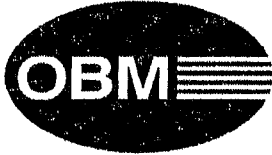
Village of Newburgh Heights, Ohio



Cathleen Nagorski, Fiscal Officer

Village of Newburgh Heights, Ohio

1ST Reading: 1-17-2023
 2ND Reading: 1-17-2023
 3RD Reading: 1-17-2023



☒ 1111 Superior Avenue E. Suite 105
 Cleveland, Ohio 44114
 Phone: 216.485.2000
 Fax: 216.485.2004

☐ 1140 Corporate Drive
 Holland, Ohio 43528
 Phone: 419.861.8000
 Fax: 419.861.8228

☐ 2251 Front Street
 Suite 107
 Cuyahoga Falls, Ohio 44221
 Phone: 234.900.5001
 Fax: 330.929.3215

DATE
12/8/02
REP
TONY
MANAGER
MAR

EQUIPMENT / SUPPLY / SERVICE ORDER

Purchaser: Village of Newburgh Heights Ship To: SAME
 Address: 3801 Harvard Ave. Address:
 City: Newburgh Heights State: OH Zip: 44105 City: State: Zip:
 Contact: Cathleen Nagarski / Chief John Majum Contact:
 Phone: 216.641.2717 Fax: Phone: Fax:
 Accounts Payable Contact: Key Operator Contact:
 Accounts Payable Email: Key Operator Email:

Electronic Billing ☐ Yes ☐ No

EQUIPMENT DESCRIPTION	QUANTITY	PRICE	TOTAL
Copier/Printer New <input checked="" type="checkbox"/> Demo <input type="checkbox"/> Reconditioned <input type="checkbox"/>			
LEASE \$ <u>1,105.00</u> PER MONTH <u>60</u> MONTHS			
Line Conditioner	<u>2</u>	<u>\$140.00</u>	<u>included</u>
Unlimited Operator Training Package	<u>1</u>	<u>\$900.00</u>	<u>included</u>
PrinterLogic: Basic <input type="checkbox"/> Advanced <input type="checkbox"/> Billed at \$ per device per month			
<u>Sharp BP-70C 36 w/ DE14, FN11, FX11</u> <u>(Village Hall)</u>	<u>1</u>	<u>ON</u>	<u>LEASE</u>
<u>Sharp BP-70C 36 w/ DE14, FN11, FX11</u> <u>(Police Department)</u>	<u>1</u>	<u>ON</u>	<u>LEASE</u>
<u>Village of Newburgh Heights to receive ownership of</u> <u>3570 currently in Police Department</u>	<u>ownership</u>	<u>Given</u>	
<input type="checkbox"/> See Addendum			

SUPPLY DESCRIPTION	QUANTITY	PRICE	TOTAL
Toner Cyan <input checked="" type="checkbox"/> Magenta <input checked="" type="checkbox"/> Yellow <input checked="" type="checkbox"/> Black <input checked="" type="checkbox"/>	<u>1 each</u>	<u>Included</u>	
Developer Cyan <input checked="" type="checkbox"/> Magenta <input checked="" type="checkbox"/> Yellow <input checked="" type="checkbox"/> Black <input checked="" type="checkbox"/>	<u>1 each</u>	<u>Included</u>	
Staples	<u>First</u>	<u>Included</u>	
Other:			

Initial if accepted:

CPC Agreement Includes 9,600 B/W 5,980 Color
 Monthly Meter Plan. For a period of five years following the date of installation, Purchaser agrees to purchase and OBM agrees to provide service for the equipment identified below, including all repair parts and labor necessary to maintain the equipment in normal operating condition. Purchaser shall pay OBM at the following cost per click, payable each month during the term hereof:

Model: (2) BP-70C36 \$.005 per B/W click \$.045 per Color click Minimum ☐ B/W ☐ Color clicks
 Model: (1) 3570 \$.008 per B/W click \$.07 per Color click Minimum ☐ B/W ☐ Color clicks
 Model: \$ per B/W click \$ per Color click Minimum ☐ B/W ☐ Color clicks
 Model: \$ per B/W click \$ per Color click Minimum ☐ B/W ☐ Color clicks
 Model: \$ per B/W click \$ per Color click Minimum ☐ B/W ☐ Color clicks

Purchaser agrees to purchase the aggregate minimum clicks per month. A "click" shall mean a reproduction of an image. Click charges are calculated based upon paper size. On a regularly scheduled cycle, OBM will clean the equipment and install developer provided by OBM at no extra charge. All parts, labor and supplies listed above will be provided during OBM's normal business hours. In the event that OBM cannot repair the equipment within a reasonable time, OBM agrees to provide loaner equipment of comparable capacity and function until repairs can be made, at no additional charge. This Monthly Meter Plan shall automatically renew for an additional two year period unless Purchaser notifies OBM in writing of its intent to cancel the plan not less than 30 days nor more than 120 days prior to the expiration date hereof. Rates are evaluated and adjusted for market and cost changes annually.

Sub-Total 0

CONNECTIVITY SUPPORT

OBM agrees to connect equipment to Purchaser's network pursuant to Plan selected below for a minimum of one hour.
Select one of the following:

Premium Plan - \$75.00 per month per machine for unlimited on-site support and remote support.

Time & Materials - \$150.00 per hour per technician for on-site support, \$95 per hour per technician for remote support.

Managed Services Agreement - According to terms of Purchaser's Managed Services Agreement with OBM.

For a period of five years following the date of installation, Purchaser agrees to purchase and OBM agrees to provide connectivity support. Connectivity support includes basic installation and ongoing maintenance of connectivity features of the MFP, such as printing, scanning, and desktop faxing. Any failure of the MFP's connectivity features which is caused by malfunction of the MFP or its accessories, or as a result of routine maintenance by OBM technicians is also covered under this program. MFP connectivity issues beyond the control of OBM are not covered under this program. Examples of issues not covered include but are not limited to any failure of customer's network equipment, routers, servers, workstations, and internet services, or changes in customer's network configuration. Connectivity support does not cover the initial cost or replacement of any materials or equipment provided to the customer during the course of supporting MFP connectivity features. Time is billed in increments of 15 minutes, with a one hour minimum charge for all charges incurred. This program will automatically renew in accordance with the renewal terms of the Monthly Meter Plan. Purchaser understands and agrees that OBM's connectivity support pricing and plan remain subject to future pricing and plan modifications and that OBM reserves the right to terminate the support plan if Purchaser exceeds 48 service calls on any individual machine during any consecutive twelve (12) month period. OBM shall advise Purchaser of all price increases, plan modifications and OBM's decision to terminate the support plan at least thirty (30) days prior to any such price increase, plan modification or termination taking effect.

Additional Terms and Conditions

- Purchaser understands and agrees that this order may be assigned, sold or otherwise transferred by OBM in whole or in part to a third party leasing company as a part of or in connection with Purchaser's finance of the purchase hereunder, and that Purchaser shall be bound by and shall take any action necessary to complete the transaction contemplated herein, included but not limited to executing any standard form of lease documentation as required by such third party leasing company.
- Purchaser understands and agrees that it is required to allow OBM to install FMAudit or provide OBM a valid email address dedicated to the subject equipment as well as provide OBM with remote or electronic access to the subject equipment and/or the Purchaser's network in order for OBM to obtain meter reports under Purchaser's Monthly Meter Plan. Purchaser shall be assessed an additional administrative fee of \$75.00 per month*per machine plus an estimated meter invoice if Purchaser fails to supply OBM with any meter reports and/or otherwise fails to provide OBM with remote or electronic access to obtain the meter reports required hereunder.
- OBM will extend to Purchaser any manufacturer's warranty applicable to the product, if any, as a part of OBM's service obligation. OBM hereby disclaims all other warranties express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. OBM shall not be liable for any consequential or incidental damages resulting from any breach of any term of this order.
- Unless otherwise indicated herein, the contract prices identified herein for products and related services do not include applicable fuel surcharges or charges for shipping, handling and delivery. In the event that Purchaser orders or receives products or services that require shipment and delivery, Purchaser agrees that it will be responsible for paying shipping and handling rates necessary to effectuate the delivery of said products and services.
- The terms of sale are EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN CONTAINED. Any term or condition in any purchase order or other form in conflict with these terms and conditions is rejected and shall not be binding on OBM.
- This Order and any and all Addendums and Exhibits attached hereto constitutes the entire agreement between the Purchaser and OBM related to the sale of any equipment or service or supplies and supersedes all proposals, oral or written, as well as all other communications between the parties relating to the subject matter of this order. No alteration or addition to this order shall bind OBM unless expressly agreed to in writing by the President of OBM.
- All clerical errors contained in this order are subject to correction by OBM. Any installation or delivery date is only an estimate of the approximate date and is subject to change.
- Any dispute arising out of or related to this order shall be resolved exclusively by the State or Federal Courts with jurisdiction in Cuyahoga County, Ohio, sitting without a jury.
- Purchaser agrees to pay OBM all out-of-pocket costs, expenses, and attorney's fees incurred by OBM in connection with the enforcement of any term or provision hereof, or in connection with any breach by Purchaser hereof.
- Purchaser acknowledges that the individual signing this Agreement is duly authorized to execute the Agreement on Purchaser's behalf.

Purchaser agrees to purchase the items described above in accordance with the terms hereof. Purchaser shall execute any documents and take any action necessary to complete any lease transaction related to this purchase and acknowledges that the lessor of the equipment may be a third party leasing company. This order is firm and may not be revoked by Purchaser.

Installation Date:

ASAP ≈ 2nd week of Jan.

Date: 12/8/2022

Purchaser:

Village of Newburgh Heights

By: Signature

[Signature]

Title: Mayor

Print Name:

Mayor Greg Treacy

This order is not binding on Ohio Business Machines, LLC unless and until signed by its President.
ACCEPTED BY OHIO BUSINESS MACHINES, LLC

By:

Salvatore J. Spagnola
Salvatore J. Spagnola, President

Date:

12/8/2022

Sub-Total	<u>✓</u>
Delivery & Prep	<u>\$400.00</u>
Total	<u>✓</u>
Tax	
Total	<u>✓</u>
50% Deposit	
Balance	<u>✓</u>

- ☐ C.O.D.
☒ Invoice
☒ Current OBM Customer
☐ New Customer

OBM S0F3.9 10/22